

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

GS HOLISTIC, LLC,

Plaintiff,

v.

T. TRADING LLC, et al,

Defendants.

CASE NO. C23-0327JLR

ORDER

**I. INTRODUCTION**

Before the court is Plaintiff GS Holistic, LLC's ("GS Holistic") motion for entry of default judgment against Defendants T. Trading, d/b/a SeaTac Smoke Shop ("SeaTac Smoke Shop") and Mohammad Sindhu (together, "Defendants"). (Mot. (Dkt. # 22); *see* Prop. Judgment (Dkt. # 22-4).) Neither Defendant has appeared in this action, and the Clerk has entered default against both Defendants. (*See* Dkt.; Entry of Default (Dkt. # 19).) The court has considered GS Holistic's motion, the materials it submitted in support of its motion, the relevant portions of the record, and the governing law. Being

1 fully advised, the court GRANTS in part and DENIES in part GS Holistic’s motion for  
2 entry of default judgment.

## 3 II. BACKGROUND

4 GS Holistic is a Delaware limited liability company (“LLC”) that has its principal  
5 place of business in California. (Compl. (Dkt. # 1) ¶ 4.) It alleges that it is the owner of  
6 the “STÜNDENGLASS” trademark, has worked to distinguish the Stündenglass brand as  
7 “the premier manufacturer of glass infusers,” and has devoted significant time and  
8 resources promoting and protecting its trademark. (*Id.* ¶¶ 4, 8-10, 15.) GS Holistic has  
9 registered the following trademarks: (1) U.S. Trademark Registration No. 6,633,884 “for  
10 the standard character mark ‘Stündenglass’ in association with goods further identified in  
11 registration in international class 011”; (2) U.S. Trademark Registration No. 6,174,292  
12 “for the design plus words mark ‘S’ and its logo in association with goods further  
13 identified in the registration in international class 034”; and (3) U.S. Trademark  
14 Registration No. 6,174,291 “for the standard character mark ‘Stündenglass’ in association  
15 with goods further identified in registration in international class 034” (together, the  
16 “Stündenglass Marks”). (*Id.* ¶ 10; *see also* Mot., Ex. A (screenshots of pages from the  
17 United States Patent and Trademark Office’s Trademark Electronic Search System that  
18 describe each trademark).) GS Holistic asserts that consumers are willing to pay more  
19 for “the recognized quality and innovation associated with the Stündenglass Marks.”  
20 (Compl. ¶ 20.) Thus, genuine Stündenglass glass infusers are priced at \$599.95, while  
21 non-Stündenglass infusers sell for between \$199.00 and \$600.00. (*Id.*)  
22

1 Defendant SeaTac Smoke Shop is a Washington limited liability company that has  
2 its principal place of business in Washington. (*Id.* ¶ 5.) Defendant Mohammad Sindhu is  
3 an owner of SeaTac Smoke Shop and is a resident and citizen of Washington. (*Id.* at 1;  
4 *id.* ¶ 6.) GS Holistic asserts that Defendants sold and continue to sell counterfeit products  
5 bearing the Stündenglass Marks. (*Id.* ¶¶ 24-27.) On December 14, 2022, according to  
6 GS Holistic, its investigator visited SeaTac Smoke Shop’s location; observed that the  
7 shop had a glass infuser that displayed the Stündenglass Marks; purchased a glass infuser  
8 “with a Stündenglass Mark affixed to the packaging” for \$352.89; and determined the  
9 glass infuser was a counterfeit product that displayed “the Infringing Marks.” (*Id.* ¶ 29;  
10 *see also id.* ¶ 25 (defining the “Infringing Marks” as “reproductions, counterfeits, copies,  
11 and/or colorable imitations of one or more of the Stündenglass Marks”).)

12 GS Holistic filed its complaint on March 6, 2023. (*See* Compl. at 1.) It alleges  
13 claims under the Lanham Act against both Defendants for counterfeiting and trademark  
14 infringement in violation of 15 U.S.C. § 1114 and for false designation of origin and  
15 unfair competition in violation of 15 U.S.C. § 1125(a). (*Id.* ¶¶ 51-58.) Among other  
16 relief, it seeks damages, costs of suit, a permanent injunction prohibiting Defendants  
17 from continuing to infringe its Stündenglass trademarks, and an order requiring  
18 Defendants to deliver all infringing products to GS Holistic for destruction. (*Id.* at  
19 12-14.)

20 GS Holistic served Mr. Sindhu on April 13, 2023, and SeaTac Smoke Shop on  
21 October 20, 2023. (*See* Service Affs. (Dkt. ## 7, 13.) The Clerk entered default against  
22

both Defendants on July 1, 2024. (Entry of Default.) GS Holistic filed this motion for entry of default judgment on August 8, 2024. (Mot.)

### III. ANALYSIS

Below, the court sets forth the relevant legal standard and then evaluates GS Holistic's motion for entry of default judgment.

#### A. Legal Standard

Federal Rule of Civil Procedure 55(b)(2) authorizes the court to enter default judgment against a defaulting defendant upon the plaintiff's motion. Fed. R. Civ. P. 55(a), (b)(2). After default is entered, well-pleaded factual allegations in the complaint, except those related to damages, are considered admitted and are sufficient to establish a defendant's liability. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987) (citing *Geddes v. United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir. 1977)).

Entry of default judgment is left to the court's sound discretion. *Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980). In exercising its discretion, the court considers seven factors (the "*Eitel* factors"): (1) the possibility of prejudice to the plaintiff if relief is denied; (2) the substantive merits of the plaintiff's claims; (3) the sufficiency of the claims raised in the complaint; (4) the sum of money at stake in relationship to the defendant's behavior; (5) the possibility of a dispute concerning material facts; (6) whether default was due to excusable neglect; and (7) the preference for decisions on the merits when reasonably possible. *Eitel v. McCool*, 782 F.2d 1470, 1471-72 (9th Cir. 1986). After the court determines that default judgment is appropriate, it must then

1 determine the amount and character of the relief that should be awarded. *See TeleVideo*,  
2 826 F.2d at 917-18.

3 **B. Whether the *Eitel* Factors Favor Default Judgment**

4 The court preliminarily determines that default judgment is warranted in this case  
5 because, on balance, the *Eitel* factors weigh in favor of such judgment. The court  
6 discusses each factor in turn.

7 1. Possibility of Prejudice to Plaintiff

8 The first *Eitel* factor considers whether the plaintiff will suffer prejudice if default  
9 judgment is not entered. *See PepsiCo, Inc., v. Cal. Sec. Cans*, 238 F. Supp. 2d 1172,  
10 1177 (C.D. Cal. 2002). Without default judgment, GS Holistic will suffer prejudice  
11 because it will “be denied the right to judicial resolution” of its claims and will be  
12 “without other recourse for recovery.” *Elektra Entm’t Grp. Inc. v. Crawford*, 226 F.R.D.  
13 388, 392 (C.D. Cal. 2005). Thus, the first *Eitel* factor weighs in favor of entering default  
14 judgment.

15 2. Substantive Merits and Sufficiency of the Complaint

16 The second and third *Eitel* factors—the substantive merits of the plaintiff’s claim  
17 and the sufficiency of the plaintiff’s complaint—are frequently analyzed together.  
18 *PepsiCo*, 238 F. Supp. 2d at 1175. For these two factors to weigh in favor of default  
19 judgment, the complaint’s allegations must be sufficient to state a claim for relief.  
20 *Danning v. Lavine*, 572 F.2d 1386, 1388 (9th Cir. 1978). A complaint satisfies this  
21 standard when it “contain[s] sufficient factual matter, accepted as true, to ‘state a claim to  
22 relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting

1 *Bell Atlantic Corp. v. Twombly*, 550 U.S 544, 570 (2007)). At the default judgment  
 2 stage, the court “must take the well-pleaded factual allegations [in the complaint] as true”  
 3 but “necessary facts not contained in the pleadings, and claims which are legally  
 4 insufficient, are not established by default.” *Cripps v. Life Ins. Co. of N. Am.*, 980 F.2d  
 5 1261, 1267 (9th Cir. 1992).

6 GS Holistic alleges claims for trademark counterfeiting and infringement under 15  
 7 U.S.C. § 1114 and false designation of origin and unfair competition under 15 U.S.C.  
 8 § 1125(a). (Compl. ¶¶ 51-68.) The court reviews each in turn.

9 *a. Trademark Counterfeiting and Infringement*

10 To prove liability for trademark infringement, the trademark holder must  
 11 demonstrate: (1) “ownership of a valid mark (i.e., a protectable interest)”; and (2) the  
 12 alleged infringer’s use of the mark “is likely to cause confusion, or to cause mistake, or to  
 13 deceive” consumers. *Reno Air Racing Ass’n v. McCord*, 452 F.3d 1126, 1134 (9th Cir.  
 14 2006) (quoting *KP Permanent Make-Up, Inc. v. Lasting Impression I, Inc.*, 408 F.3d 596,  
 15 602 (9th Cir. 2005)).

16 First, uncontested proof that the plaintiff has registered the mark is sufficient to  
 17 establish ownership of a valid mark. *Pom Wonderful LLC v. Hubbard*, 775 F.3d 1118,  
 18 1124 (9th Cir. 2014). Thus, because GS Holistic alleges that it registered the  
 19 Stündenglass Marks, it satisfies the first element of trademark infringement for the  
 20 purpose of default judgment. (Compl. ¶ 10; *see* Mot., Ex. A.)

21 Second, “[l]ikelihood of confusion exists when consumers viewing the mark  
 22 would probably assume that the goods it represents are associated with the source of a

1 different product identified by a similar mark.” *KP Permanent Make-Up*, 408 F.3d at  
2 608. Courts generally evaluate eight factors to determine whether confusion is likely:  
3 “1) the strength of the mark; 2) proximity or relatedness of the goods; 3) the similarity of  
4 the marks; 4) evidence of actual confusion; 5) the marketing channels used; 6) the degree  
5 of care customers are likely to exercise in purchasing the goods; 7) the defendant’s intent  
6 in selecting the mark; and 8) the likelihood of expansion into other markets.” *Id.* Where  
7 a defendant uses a counterfeit mark, however, courts both within and outside the Ninth  
8 Circuit presume a likelihood of consumer confusion. *See Coach, Inc. v. Pegasus Theater*  
9 *Shops*, No. C12-1631MJP, 2013 WL 5406220, at \*3 (W.D. Wash. Sept. 25, 2013)  
10 (compiling cases); *see also Fendi Adele S.R.L. v. Burlington Coat Factory Warehouse*  
11 *Corp.*, 689 F. Supp. 2d 585, 597 (S.D.N.Y. 2010) (“To find a likelihood of confusion, a  
12 court need only determine that the items at issue are counterfeit and that the defendant  
13 distributed, offered for sale, or sold the items.”). The Lanham Act defines a “counterfeit”  
14 as “a spurious mark which is identical with, or substantially indistinguishable from, a  
15 registered mark.” 15 U.S.C. § 1127.

16 Here, GS Holistic alleges that its investigator purchased a glass infuser with a  
17 Stündenglass Mark “affixed” to it and determined that it was a counterfeit product that  
18 displayed the “the Infringing Marks.” (Compl. ¶ 29.) GS Holistic further alleges that the  
19 “Infringing Marks” are “reproductions, counterfeits, copies and/or colorable imitations of  
20 one or more of the Stündenglass Marks.” (*Id.* ¶ 25.) Accordingly, the court concludes  
21 that GS Holistic has sufficiently alleged that Defendants sold a product bearing a  
22 counterfeit mark and, as a result, there is a presumption of consumer confusion. *See*

1 *Coach, Inc.*, 2013 WL 5406220, at \*3. Thus, because GS Holistic has demonstrated that  
2 it owns a valid mark and that Defendants’ use of the mark is likely to cause consumer  
3 confusion, the court concludes that GS Holistic has sufficiently alleged a trademark  
4 counterfeiting and infringement claim.

5 *b. False Designation of Origin*

6 To show liability for false designation of origin, the plaintiff must show that the  
7 defendant “(1) use[d] in commerce (2) any word, false designation of origin, false or  
8 misleading description, or representation of fact, which (3) is likely to cause confusion or  
9 misrepresents the characteristics of his or another person’s goods or services.” *Freecycle*  
10 *Network, Inc. v. Oey*, 505 F.3d 898, 902 (9th Cir. 2007). As to the first two elements, GS  
11 Holistic alleges that Defendants sold (and thus, used in commerce) at least one glass  
12 infuser bearing at least one of its registered trademarks. (Compl. ¶¶ 28-30.) And the  
13 court concluded above that GS Holistic has plausibly alleged a likelihood of confusion  
14 resulting from Defendants’ use of the trademark(s). Accordingly, GS Holistic has stated  
15 a false designation of origin claim.

16 Because GS Holistic has demonstrated that its claims have substantive merit and  
17 that it has sufficiently alleged those claims in its complaint, the court concludes that the  
18 second and third *Eitel* factors weigh in favor of default judgment.

19 3. Sum of Money at Stake

20 Under the fourth *Eitel* factor, “the court must consider the amount of money at  
21 stake in relation to the seriousness of the [d]efendant’s conduct.” *PepsiCo*, 238 F. Supp.  
22 2d at 1176. Here, GS Holistic seeks (1) \$150,000 in statutory damages—\$50,000 per



1 Stündenglass trademark—for willful trademark counterfeiting under 15 U.S.C. § 1117(d)  
2 and (2) costs in the amount of \$782.00. (*See* Mot. at 2.) The court concludes that the  
3 requested statutory damages and costs are not so unreasonable in relation to the conduct  
4 alleged in the complaint as to weigh against entry of default judgment.

5 4. Possibility of a Dispute over Material Facts

6 “The fifth *Eitel* factor considers the possibility of dispute as to any material facts  
7 in the case.” *PepsiCo*, 238 F. Supp. 2d at 1177. Where, as here, the defendant has  
8 defaulted, the court must take all well-pleaded allegations in the complaint as true, except  
9 those related to damages. *TeleVideo*, 826 F.2d at 917-18; *see also Wecosign, Inc. v. IFG*  
10 *Holdings, Inc.*, 845 F. Supp. 2d 1072, 1082 (C.D. Cal. 2012) (“Where a plaintiff has filed  
11 a well-pleaded complaint, the possibility of dispute concerning material facts is  
12 remote.”). Thus, the court concludes there is little risk of dispute over material facts and  
13 the fifth *Eitel* factor weighs in favor of granting default judgment.

14 5. Excusable Neglect

15 The sixth *Eitel* factor considers the possibility that the defendant’s default resulted  
16 from excusable neglect. *PepsiCo*, 238 F. Supp. 2d at 1177. Here, GS Holistic has  
17 provided evidence that Defendants were properly served (*see* Service Affs.), and there is  
18 no evidence in the record that Defendants’ failure to answer or respond is the result of  
19 excusable neglect. Accordingly, the court concludes that the sixth *Eitel* factor weighs in  
20 favor of default judgment.

1        6. Policy Favoring Decisions on the Merits

2        “Cases should be decided upon their merits whenever reasonably possible.” *Eitel*,  
 3 782 F.2d at 1472. Where, as here, a defendant fails to appear or defend itself in action,  
 4 however, the policy favoring decisions on the merits is not dispositive. *PepsiCo*, 238 F.  
 5 Supp. 2d at 1177. Therefore, the court concludes that the seventh *Eitel* factor does not  
 6 preclude entry of default judgment.

7        In sum, because the *Eitel* factors weigh in favor of default judgment, the court  
 8 concludes that entry of default judgment is warranted in favor of GS Holistic on its  
 9 claims against Defendants.

10      **C. Requested Relief**

11        The court now turns to the issue of remedies. “A default judgment must not differ  
 12 in kind from, or exceed in amount, what is demanded in the [complaint].” Fed. R. Civ. P.  
 13 54(c); *see Fong v. United States*, 300 F.2d 400, 413 (9th Cir. 1962). Defaulting  
 14 defendants are not deemed to have admitted the facts alleged in the complaint concerning  
 15 the amount of damages. *TeleVideo*, 826 F.2d at 917. Rather, the plaintiff “must ‘prove  
 16 up’ the amount of damages that it is claiming.” *Philip Morris USA, Inc. v. Castworld*  
 17 *Prod., Inc.*, 219 F.R.D. 494, 501 (C.D. Cal. 2003); *see also* Local Rules W.D. Wash.  
 18 LCR 55(b)(2).<sup>1</sup> By analogy, plaintiffs must also “prove up” their entitlement to other

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 20        <sup>1</sup> This court’s Local Civil Rules require plaintiffs to support a motion for default  
 judgment with:

21        a declaration and other evidence establishing [the] plaintiff’s entitlement to a sum  
 22        certain and to any nonmonetary relief sought. [The] [p]laintiff shall provide a  
 concise explanation of how all amounts were calculated, and shall support this

1 forms of relief, such as a permanent injunction. *See Gucci Am., Inc. v. Tyrrell–Miller*,  
 2 678 F. Supp. 2d 117, 120-21 (S.D.N.Y. 2008).

3 GS Holistic requests statutory damages, litigation costs, injunctive relief, and  
 4 destruction of the infringing products. (*See* Mot. at 12-16.) The court considers each  
 5 remedy below.

6 1. Statutory Damages

7 Under the Lanham Act, a plaintiff may elect whether to recover its actual damages  
 8 caused by the defendants’ use of a counterfeit mark or statutory damages. 15 U.S.C.  
 9 § 1117(c). GS Holistic has elected to seek statutory damages. (Mot. at 12-15; *see*  
 10 Compl. at 12-13 (including statutory damages in its prayer for relief).)

11 The court has discretion to award statutory damages between \$1,000 and \$200,000  
 12 “per counterfeit mark per type of goods or services sold, offered for sale, or distributed,  
 13 as the court considers just.” 15 U.S.C. § 1117(c)(1). If, however, the court finds that the  
 14 trademark violation was willful, it may award up to \$2,000,000 for each infringement.  
 15 *Id.* § 1117(c)(2). “[S]tatutory damages may compensate the victim, penalize the  
 16 wrongdoer, deter future wrongdoing, or serve all those purposes.” *Y.Y.G.M. SA v.*  
 17 *Redbubble, Inc.*, 75 F.4th 995, 1008 (9th Cir. 2023) (citing *Nintendo of Am., Inc. v.*  
 18 *Dragon Pac. Int’l*, 40 F.3d 1007, 1011 (9th Cir. 1994)). When determining the

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 21 explanation with evidence establishing the entitlement to and amount of the  
 22 principal claim, and, if applicable, any liquidated damages, interest, attorney’s fees,  
 or other amounts sought[.]

Local Rules W.D. Wash. LCR 55(b)(2).

1 appropriate amount of statutory damages to award on default judgment, courts consider  
2 whether the amount bears a “plausible relationship to [the p]laintiff’s actual damages.”  
3 *Yelp Inc. v. Catron*, 70 F. Supp. 3d 1082, 1102 (N.D. Cal. 2014) (quoting *Adobe Sys., Inc.*  
4 *v. Tilley*, No. C 09-1085 PJH, 2010 WL 309249, at \*5 (N.D. Cal. Jan. 19, 2010)). That  
5 is, although a plaintiff in a trademark infringement suit is entitled to damages that will  
6 compensate and serve as a deterrent, “it is not entitled to a windfall.” *Id.*

7 GS Holistic requests statutory damages of \$50,000 for each of its registered  
8 trademarks, for a total of \$150,000. (Mot. at 12-15.) GS Holistic’s evidence of its actual  
9 damages caused by Defendants’ trademark violations, however, is limited to allegations  
10 that its investigator observed “an excess of Glass Infusers which displayed” the  
11 Stündenglass Marks and purchased a single glass infuser with an unspecified  
12 Stündenglass Mark “affixed to it” for \$352.89. (*See* Compl. ¶ 29.) GS Holistic attaches  
13 to its motion photos of the purported counterfeit Stündenglass glass infuser its  
14 investigator purchased from SeaTac Smoke Shop. (*See* Mot. at 11 (citing *id.*, Ex. B).) It  
15 does not, however, include a declaration of its investigator authenticating the photos and  
16 attesting that the pictured infuser was in fact the one that was purchased from SeaTac  
17 Smoke Shop. (*See id.*, Ex. B.) GS Holistic also contends that its chief executive officer’s  
18 (“CEO”) declaration establishes that \$150,000 is “only a fraction of the actual losses to  
19 its business” caused by counterfeiters. (Mot. at 13.) That declaration, however, provides  
20 no explanation of how GS Holistic’s CEO determined that the company’s total U.S. sales  
21 would have quadrupled in 2022 if there were no counterfeit products in the market and  
22 says nothing about the damages specifically caused by the Defendants in this case. (*See*

1 Folkerts Decl. (Dkt. # 25) ¶¶ 12-14.) The court is sympathetic to the difficulties GS  
 2 Holistic faces in estimating actual damages with any degree of certainty without the  
 3 benefit of Defendants’ cooperation in discovery. Without more evidence, however, the  
 4 court cannot conclude that an award of \$50,000 in statutory damages for each of GS  
 5 Holistic’s three registered trademarks bears a “plausible relationship” to GS Holistic’s  
 6 actual damages in this case. *Yelp Inc.*, 70 F. Supp. 3d at 1102.

7 Because GS Holistic alleges only that the glass infuser its investigator purchased  
 8 had “a Stündenglass Mark affixed to it” (Compl. ¶ 29), the court concludes that GS  
 9 Holistic is entitled to statutory damages based on Defendants’ conduct with respect to  
 10 only one trademark. The court further concludes, in its discretion, that an award of  
 11 \$5,000 for one trademark violation will serve the compensatory, penal, and deterrent  
 12 purposes of statutory damages without resulting in an undue windfall for GS Holistic.  
 13 This amount equates to more than ten times the price of the allegedly infringing glass  
 14 infuser purchased by GS Holistic’s investigator. (*See id.*) Accordingly, the court awards  
 15 GS Holistic statutory damages of \$5,000.<sup>2</sup>

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 19 <sup>2</sup> GS Holistic cites several cases in which courts in the Central District of California and  
 20 the Southern District of Florida awarded it statutory damages of \$150,000 or more on default  
 21 judgment. (*See* Mot. at 14-15 (compiling cases).) The court respectfully disagrees with the  
 22 reasoning set forth in these decisions and finds far more persuasive the reasoning set forth in *GS*  
*Holistic, LLC v. MSA-Bossy Inc.*, No. 22-CV-07638-JSC, 2023 WL 3604322, at \*6 (N.D. Cal.  
 May 22, 2023) (noting that GS Holistic’s request for \$150,000 in statutory damages was “out of  
 all proportion to its actual damages” and awarding statutory damages of \$5,000).

1           2.     Litigation Costs

2           Under the Lanham Act, a plaintiff who establishes that a defendant has violated a  
3 trademark “shall be entitled, . . . subject to the principles of equity, to recover . . . the  
4 costs of the action.” 15 U.S.C. § 1117(a). Here, GS Holistic seeks costs in the total  
5 amount of \$592.00, consisting of the filing fee (\$402.00) and its process server fee  
6 (\$190.00). (Mot. at 15 (citing Harris Decl. (Dkt. # 21) ¶ 6); see Compl. at 12-14  
7 (including costs of suit in the prayer for relief).) The court awards GS Holistic its  
8 requested costs.

9           3.     Injunctive Relief

10          The Lanham Act empowers courts “to grant injunctions, according to the  
11 principles of equity and upon such terms as the court may deem reasonable, to prevent  
12 the violation of any right of the registrant of a mark.” 15 U.S.C. § 1116(a).

13          According to well-established principles of equity, a plaintiff seeking a  
14 permanent injunction must satisfy a four-factor test before a court may grant  
15 such relief. A plaintiff must demonstrate: (1) that it has suffered an  
16 irreparable injury; (2) that remedies available at law, such as monetary  
17 damages, are inadequate to compensate for that injury; (3) that, considering  
18 the balance of hardships between the plaintiff and defendant, a remedy in  
19 equity is warranted; and (4) that the public interest would not be disserved  
20 by a permanent injunction.

21          *eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388, 391 (2006) (interpreting similar  
22 language in considering a motion for permanent injunctive relief under the Patent Act).

23          The Lanham Act provides, in the case of a motion for a permanent injunction, that a  
24 “plaintiff seeking any such injunction shall be entitled to a rebuttable presumption of  
25 irreparable harm upon a finding of a [trademark] violation.” 15 U.S.C. § 1116(a).

1 GS Holistic asks the court to enter a permanent injunction enjoining SeaTac  
2 Smoke Shop, Mr. Sindhu, and “their agents, employees, officers, directors, owners,  
3 representatives, successor companies, related companies, and all persons acting in  
4 concert or participation with” them from:

- 5 (a) Import, export, making, manufacture, reproduction, assembly, use,  
6 acquisition, purchase, offer, sale, transfer, brokerage, consignment,  
7 distribution, storage, shipment, licensing, development, display, delivery,  
8 marketing advertising or promotion of the counterfeit Stündenglass  
product identified in the complaint and any other unauthorized  
Stündenglass product, meaning products bearing the Stündenglass  
trademarks . . . , counterfeit, copy or colorful imitation thereof[.]

9 (Mot. at 15-16.)

10 The court declines to enter the requested permanent injunction. First, GS Holistic  
11 argues only that it is entitled to injunctive relief “[b]y the reasons explained in [its]  
12 Complaint.” (*Id.*) It does not address the factors a court must consider before entering a  
13 permanent injunction. (*See id.*); *see eBay Inc.*, 547 U.S. at 391. Second, although GS  
14 Holistic’s complaint describes the sale of one counterfeit Stündenglass glass infuser  
15 displaying an unspecified Stündenglass Mark, it requests a wider injunction relating to  
16 “the counterfeit Stündenglass product identified in the complaint and any other  
17 unauthorized Stündenglass product.” (*Compare.* Compl. ¶ 29, *with* Mot. at 16.) Finally,  
18 “every order granting an injunction” must “describe in reasonable detail—and not by  
19 referring to the complaint or other document—the act or acts restrained or required.”  
20 Fed. R. Civ. P. 65(d). GS Holistic’s proposed order violates this rule by referring to “the  
21 counterfeit Stündenglass product identified in the complaint.” (*See* Mot. at 16.) For  
22 these reasons, the court denies GS Holistic’s request to enter a permanent injunction.

#### 4. Destruction of Infringing Products

Finally, GS Holistic seeks an order directing Defendants, “at their cost, [to] deliver to [GS Holistic] for destruction all products, accessories, labels, signs, prints, packages, wrappers, receptacles, advertisements, and other material in their possession, custody or control bearing any of the Stündenglass Marks.” (Mot. at 16.) The Lanham Act authorizes the court to issue an order directing the destruction of articles that infringe upon a trademark. 15 U.S.C. § 1118. Here, however, GS Holistic has not presented any argument or evidence supporting its entitlement to this relief, and—as with its request for a permanent injunction—its request for destruction of any article “bearing any of the Stündenglass Marks” is not supported by its investigator’s purchase of a single glass infuser bearing an unspecified Stündenglass Mark. (*See* Mot. at 16; Compl. ¶ 29.) As a result, the court denies GS Holistic’s request for an order directing the destruction of allegedly infringing products.

## IV. CONCLUSION

For the foregoing reasons, the court GRANTS in part and DENIES in part GS Holistic's motion for default judgment (Dkt. # 19). Specifically, the court GRANTS GS Holistic's request for entry of default judgment against SeaTac Smoke Shop and Mr. Sindhu; AWARDS GS Holistic statutory damages in the amount of \$5,000 and litigation

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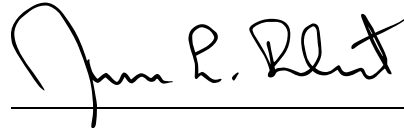
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1 costs in the amount of \$592.00; and DENIES GS Holistic's requests for entry of a  
2 permanent injunction and for an order directing the destruction of infringing products.

3 Dated this 12th day of August, 2024.

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6 JAMES L. ROBART  
7 United States District Judge  
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